Page 1 of 3

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Official Public Records

**Tarrant County Texas** 

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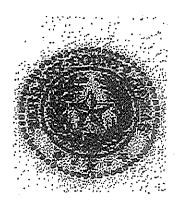
Dega Henles

PGS 3

\$24.00

Suzanne Henderson

Submitter: ACS



DALE PROPERTY SERVICES, LLC ATTN: RECORDING TEAM 500 TAYLOR ST. STE 600 FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

**DO NOT DESTROY** 

WARNING - THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED BY ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE

## Electronically Recorded

## PAID UP OIL AND GAS LEASE Chesapeake Operating. Inc (No Surface Use)

THIS LEASE AGREEMENT is made this 12th day of October, 2010, by and between Janet Blades, a single person whose address is 936 Highcrest Dr., Arlington TX, 76017, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions 1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described

land, hereinafter called leased premises:

.203 ACRES OF LAND, MORE OR LESS, BEING BLOCK 6 LOT 2, OUT OF THE MEADOW GREEN ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN PLAT RECORDED IN VOLUME 388-122, PAGE 7 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS

in the county of TARRANT, State of TEXAS, containing .203 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/selsmic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

- 2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of  $\underline{Five}$  (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in
- 3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be twenty-five percent (25)% of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity: (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be <a href="twenty-five percent">twenty-five percent</a> (25)% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either production did on wells are such well or wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production there from is not being sold by Lessee, such well or wells are shut-in or production there from is not being sold by Lessee, such well or wells are shut-in or production there from is not being sold by Lessee, such payment to be made to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

  4 production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be twenty-five percent (25)%
- to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive
- at the last address known to Lessee shall constitute proper payment, if the depository should liquidate or be succeeded by another institution, or for any reason fall or refuse accept payment hereunder, Lesser's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

  5. Except as provided for in Paragraph 3, above, if Lessee drills a vell which is incapable of producing in paying quantities (hereinafter called 'fty hole') on the lessed premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries are continued to the provisions of Paragraph 6 or the action of any governmental authority, then in the event lesses is not otherwise being maintained in force but lesses exhall not restrict the provisions of pay after competition of operations on such dry hole or within 90 days after such ceasation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lesses is then engaged in drilling, revorking or any other or care accounts of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lesses is then engaged in drilling, revorking or any other or care accounts of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lesses and the production in paying quantities have the result of producing in paying quantities have the result on producing in paying quantities and result in the production in paying quantities have the right but not the obligation to pool all or any part of the leased premises or for producing in paying quantities on the leased premises or lands pooled therewith. There shall be no coverant to drill exploratory wells or any additional wells on the leased premises or lands pooled therewith. There shall be no coverant to drill exploratory wells or any ad
- such part of the leased premises.

  8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's

## Page 3 of 3

ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the event of the death of any person entitled to shut-in royalties persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or arising with respect to the transferred interest, and failure of the transferse its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released, in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased promises or land accordance with the net acreage interest retained hereunder.

the area covered by this lease or any depths or zones there under, and shall thereupon be releved of all obligations thereafter arising with respect to the interest so released. If Lessee releases ail or an undivided interest in less than all of the area covered hereby. Lessee sholl patient or payor tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of which conduct such operations on the leased premises as may be reasonably necessary for such conductions and an advantage of the conduction of the sease of premises as the construction and use of roads, carals, pipelines, store, treat and/or transport production. Lessee may use in such operations, free of cost, and other facilities deemed necessary. Lessee to discover, produce, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or leads of the conduction of the c

Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties h

ESSOR (WHETHER ONE OR MORE)	to the state of th
Signature: Janet M. Blades  Printed Names: Janet M. Blades	Signature: Printed Name:
ACKNOWLI STATE OF <u>Tarrant</u> COUNTY OF Texas	
This instrument was acknowledged before me on the 12 th day	of October, 2010, by Fart Blades a Shigh Deson
	ALV
ANDREW ROBERT CRAIG Notary Public, State of Texas My Commission Expires December 17, 2013	Notary Public, State of Texas Notary's name (printed): Notary's commission expires:
ACKNOWLE	EDGMENT
STATE OF <u>Tarrant</u> COUNTY OF <u>Texas</u> This instrument was acknowledged before me on theday	of, 2010, by
	Notary Public, State of Texas Notary's name (printed); Notary's commission expires:
CORPORATE ACK	NOWLEDGMENT
STATE OF	
COUNTY OF	
a corporation, on behalf of	, 2010, byof said corporation.
. , , , , , , , , , , , , , , , , , , ,	Neter Dutte Ober 47

Notary Public, State of 1 Notary's name (printed): Notary's commission expires: